

Debtor's Name/Joint Debtor's Name:	FOR COURT USE ONLY
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA	
Creditor's Name and Address:	CASE NO.:
	REAFFIRMATION AGREEMENT
Last Four Digits of Loan/Account Number of This Debt:	

INSTRUCTIONS

1. Attach copies of all documents that prove the creditor has a lien on property of the Debtor(s) or on property of the bankruptcy estate (recorded abstracts of judgment, security agreements/financing statements) and evidence that such lien was perfected prior to bankruptcy.
2. File with the bankruptcy court (a) this Reaffirmation Agreement and (b) all the documents related to the Reaffirmation Agreement, including those referred to in paragraph 1 above, by mailing or delivering them to the clerk of the court.

NOTICE TO DEBTOR(S):

By this Agreement you are giving up the protection of your bankruptcy discharge for this debt.

As a result of this Agreement, the creditor may be able to take your property or wages if you do not pay the agreed amounts. The creditor may also act to collect the debt in other ways.

You may rescind (cancel) the Reaffirmation Agreement at any time before the bankruptcy court enters a discharge order or within 60 days after the Reaffirmation Agreement was filed with the court, whichever is later, by notifying the creditor that the Reaffirmation Agreement is rescinded. The court recommends that if the Debtor(s) rescind(s) (cancels) the Reaffirmation Agreement that it be done in writing (a copy should be kept by the Debtor(s)).

You are not required to enter into this Agreement by any law. It is not required by the Bankruptcy Code, by any other law, or by any contract.

You are allowed to pay this debt without signing this Agreement. However, if you do not sign this Agreement and are later unwilling or unable to pay the full amount, the creditor may not be able to collect it from you. The creditor also will not be allowed to take your property to pay the debt unless the creditor has a lien on that property.

If the creditor has a lien on your personal property, you may have a right to redeem the property and eliminate the lien by making a single payment to the creditor equal to the current value of the property, as agreed by the parties or determined by the judge.

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In re Debtor(s).	(SHORT TITLE)	CASE NO.:
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This Agreement is not valid or binding unless it is filed with the clerk of the bankruptcy court. If you were not represented by an attorney during the negotiation of this Reaffirmation Agreement, the Agreement cannot be enforced by the creditor unless (1) you have attended a reaffirmation hearing in the bankruptcy court, and (2) the Agreement has been approved by the bankruptcy judge. (Court approval is not required if this is a consumer debt secured by a mortgage or other lien on your real estate.)

REAFFIRMATION AGREEMENT

The Debtor(s) and creditor named above agree to reaffirm the debt described in this Agreement as follows:

THE DEBT

Total Amount of Debt When Case was Filed \$ _____

Total Amount of Debt Reaffirmed \$ _____

The reaffirmed debt includes the following:

Interest Accrued to Date of Agreement	\$ _____
Attorney Fees	\$ _____
Late Fees	\$ _____
Other Expenses or Costs Relating to the Collection of this Debt (<i>Describe</i>)	\$ _____

Original Annual Percentage Rate (APR) _____ %

Annual Percentage Rate (APR) (Reaffirmed Debt) _____ %

Amount of New Monthly Payment \$ _____

Date Payments Start _____

Total Number of Payments to be made _____

Total of Payments if paid according
to schedule \$ _____

Date any Lien is to be Released if paid
according to schedule _____

All Additional Terms Agreed to by the Parties:

1. So long as Debtor(s) complies/comply with the terms of the original contract as modified by the terms of this Agreement, creditor agrees it will not seize, foreclose upon or sell the collateral or seek collection of the debt by other means unless a default under the contract, as amended hereby, occurs after the bankruptcy court has approved this Agreement.

2. Payments on this debt ☐ were ☐ were not in default on the date on which this bankruptcy case was filed.

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In re Debtor(s).	(SHORT TITLE)	CASE NO.:
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3. The terms of this Agreement differ from the terms of the original contract between the creditor and the Debtor(s) as follows:

CREDITOR'S STATEMENT CONCERNING AGREEMENT AND SECURITY/COLLATERAL (if any)

Description of Collateral. If applicable, list manufacturer, year and model: _____

Value \$ _____ Valuation Date _____

Basis or Source for Valuation _____

Check Applicable Box:

- ☐ Any lien described herein is valid and perfected.
- ☐ This Agreement is part of a settlement of a dispute regarding the dischargeability of this debt under § 523 of the Bankruptcy Code (11 U.S.C. § 523) or any other dispute. The nature of the dispute is _____
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DEBTOR'S(S') STATEMENT OF EFFECT OF AGREEMENT ON DEBTOR'S(S') FINANCES

My/Our monthly income (take-home pay plus any other income received) is: \$ _____

My/Our current monthly expenses total \$ _____, not including any payment due under this Agreement or any debt to be discharged in this bankruptcy case.

I/We believe this Agreement ☐ will ☐ will not impose an undue hardship on me/us or my/our dependents.

DEBTOR'S(S') STATEMENT CONCERNING DECISION TO REAFFIRM

I/We agree to reaffirm this debt because: _____

I/We believe this Agreement is in my/our best interest because: _____

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This form is mandatory by Order of the United States Bankruptcy Court for the Central District of California.

In re Debtor(s).	(SHORT TITLE)	CASE NO.:
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I/We ☐ considered ☐ did not consider redeeming the collateral under § 722 of the Bankruptcy Code (11 U.S.C. § 722). I chose not to redeem because: _____

I/We ☐ was/were ☐ was/were not represented by an attorney during negotiations in this Agreement.

Current Location and Use of Collateral _____

Expected Future Use of Collateral _____

Value (Debtor's(s') opinion) \$ _____

CERTIFICATION OF ATTACHMENTS

Any documents which created and perfected the security interest or lien ☐ are ☐ are not attached. **(If the document(s) attached contains a full financial account number and/or Social Security Number, black out all but the last four digits. For names of minor children, use each child's initials. For dates of birth, use only the birth year.)**
If documents are not attached: The documents which created and perfected the security interest or lien are not attached because _____

SIGNATURES

(Signature of Debtor)

(Signature of Joint Debtor)

Date: _____

Date: _____

(Name of Creditor)

(Signature of Creditor Representative)

(Telephone Number of Creditor)

Date: _____

CERTIFICATION BY DEBTOR'S(S') ATTORNEY (if any)

I hereby certify that (1) this Agreement represents a fully informed and voluntary Agreement by the Debtor(s); (2) this Agreement does not impose a hardship on the Debtor(s) or any dependent of the Debtor(s); and (3) I have fully advised the Debtor(s) of the legal effect and consequences of this Agreement and any default under this Agreement.

 Date

(Signature of Debtor's(s') Attorney, if any)